

1 Bountiful Law, PLLC  
2 4620 200<sup>th</sup> Street SW, Ste D  
3 Lynnwood, WA 98036  
4 Telephone: (425) 775-9700  
5 Facsimile: (425) 645-8088

6 IN THE UNITED STATES BANKRUPTCY COURT  
7 FOR THE WESTERN DISTRICT OF WASHINGTON

8 In re:

Chapter 11

9 V.S. INVESTMENT ASSOC., LLC,

NO. **20-11541**

10 DECLARATION OF VALENTIN  
11 STELMAKH IN SUPPORT OF MOTION  
12 FOR ORDER APPROVING SALE OF  
13 REAL PROPERTY FREE AND CLEAR  
14 OF LIENS

Debtor(s).

15 I, Valentin Stelmakh, declare:

16 1. I am a member of V.S. Investment Assoc., LLC, a Washington limited liability  
17 company. I am over the age of 18 years and am competent to testify herein. I am authorized to  
18 make this declaration, and do so from my own personal knowledge in support for the Motion for  
19 Order Approving Sale of Real Property Free and Clear of Liens filed by V.S. Investment Assoc.,  
20 LLC ("V.S. Investment") in the above-captioned chapter 11 proceedings.

21 2. V.S. Investment owns real property commonly known as 2465 S College Street,  
22 Seattle, WA 98144. This property is one of a four-unit real estate development project completed  
23 by the Debtor on or around January 2020.  
24

25 Declaration

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28 Lynnwood, WA 98036  
(425)775-9700; Fax (425)633-2465

3. All four units of the project are encumbered by the following liens in order of priority:

Creditor	Recording Date	Approx Amount Due
BRMK Lending, LLC	4/21/2016	\$4,236,395.95
Paul Greben	1/16/2020	\$ 598,500.00
	1/21/2020 amended	
Ecocline Exc. & Utilities LLC	1/30/2020	\$ 137,205.00

The amount listed for BRMK Lending, LLC is based on the creditor's proof of claim filed in this case. V.S. Investment disagrees with this amount and intends to object to the proof of claim.

4. On October 23, 2019, I received an offer from Andrew Lew and Lin Lin to purchase the subject property for \$625,000.00. (See ECF No 27-2, Declaration of Stuart Heath, Exhibit D). At that time, I believed the offer was lower than market value. However, I accepted this offer on behalf of V.S. Investment after being pressured by representatives of BRMK Lending, LLC who ensured me it would accept a lesser amount in full satisfaction of its lien.

5. Shortly after accepting offer, representatives of BRMK Lending, LLC told me it needed to put V.S. Investments Assoc. LLC into a receivership so it could cancel the real estate contract. A receiver was eventually appointed in King County Superior Court Case No. 20-20-01947-2 SEA.

6. On May 15, 2020, on behalf of V.S. Investment, the receiver entered into a real estate purchase and sale agreement for the subject property with Ahmet and Stephanie Gurbuz. (See ECF No. 27, Declaration of Stewart Heath). The offer accepted by the receiver was \$625,000.

7. V.S. Investment filed this case May 29, 2020 primarily to stop the receiver from selling assets of the company for less than market value.

Declaration

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8. On June 30, 2020, V.S. Investment engaged the services of Shawn Perry as real estate agent for the bankruptcy estate. This court approved the application to appoint Shawn on July 2, 2020. Shawn listed the property for sale the same day.

9. On August 23, 2020, I received an offer to purchase for \$749,950.00 from Charlene McBride. A true and correct copy of said agreement is attached to this declaration as Exhibit A and incorporated herein by reference. This is \$124,950 more than any previous offer received. I believe Mrs. McBride's offer to be the best offer for the property.

10. V.S. Investment is seeking authority to sell said property free and clear of liens, and to pay first position Deed of Trust of BRMK Lending, LLC, remaining proceeds after all costs of closing, including real estate commissions, taxes, United States Trustee fees and other closing costs.

I certify under penalty of perjury according to the laws of the United States of America the foregoing is true and correct to the best of my knowledge.

Dated this 25th day of August, 2020

By: /s/ Valentin Stelmakh  
Valentin Stelmakh, Member  
V.S. Investment Assoc., LLC

## Declaration

Bountiful Law, PLLC  
4620 200<sup>th</sup> St. SW, Ste D  
Lynnwood, WA 98036  
(425)775-9700; Fax (425)633-2465

## **EXHIBIT A**

Form 21  
Residential Purchase & Sale Agreement  
Rev. 7/19  
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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

1. **Date:** August 23, 2020 **MLS No.:** 1619471 **Offer Expiration Date:** 8/24/2020
2. **Buyer:** Charlene McBride
3. **Seller:** Stelmakh VS Investment Associates, LLC US 08/24/2020 US 08/24/2020 CM
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 1594600091  
2465 S College Street Seattle King WA 98144  
Address City County State Zip
5. **Included Items:** ☒ stove/range; ☒ refrigerator; ☐ washer; ☐ dryer; ☒ dishwasher; ☐ hot tub; ☐ fireplace insert;  
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ attached television(s); ☐ attached speaker(s); ☒ microwave;  
☐ generator; ☒ other Garbage Disposal
6. **Purchase Price:** \$ 749,950.00 Seven Hundred Forty-Nine Thousand Nine Hundred Fifty Dollars
7. **Earnest Money:** \$ 10,000.00 ☐ Check; ☐ Note; ☒ Other check or wire (held by ☐ Selling Firm; ☒ Closing Agent)
8. **Default:** (check only one) ☒ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. **Title Insurance Company:** First American Title US 08/24/2020 US 08/24/2020
10. **Closing Agent:** First American Escrow Lory Mitchell Michael Santucci CM  
Company Individual (optional) 08/24/2020
11. **Closing Date:** 9/29/2020; **Possession Date:** ☒ on Closing; ☐ Other
12. **Services of Closing Agent for Payment of Utilities:** ☒ Requested (attach NWMLS Form 22K); ☐ Waived
13. **Charges/Assessments Levied Before but Due After Closing:** ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
14. **Seller Citizenship (FIRPTA):** Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
15. **Agency Disclosure:** Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party  
Listing Broker represents: ☒ Seller; ☐ both parties
16. **Addenda:** 22A(Financing) 22D(Optional Clauses) 22K(Utilities) 22T(Title Contingency)  
35(Inspection)

**FIRPTA**

Authentisign 08/23/2020  
Charlene McBride  
Buyer's Signature Date  
Buyer's Signature Date  
Buyer's Address  
City, State, Zip  
512-903-0180  
Phone No. Fax No.  
charline.mcbride@gmail.com  
Buyer's E-mail Address  
**The Preview Group** **3336**  
Selling Firm MLS Office No.  
**Patty Funnell** **100567**  
Selling Broker (Print) MLS LAG No.  
**(425) 488-6000** **(425) 238-2198** **(425) 487-1710**  
Firm Phone No. Broker Phone No. Firm Fax No.  
**bothell@previewgroupnw.com**  
Selling Firm Document E-mail Address  
**patty.funnell@gmail.com**  
Selling Broker's E-mail Address  
**116863** **24296**  
Selling Broker DOL License No. Selling Firm DOL License No.

Authentisign 08/24/2020  
Valentin Stelmakh  
Seller's Signature Date  
Victoria Stelmakh  
Seller's Signature Date  
Seller's Address  
City, State, Zip  
**(206) 458-8201**  
Phone No. Fax No.  
Seller's E-mail Address  
**Windermere RE North, Inc.** **7370**  
Listing Firm MLS Office No.  
**Shawn Perry** **41437**  
Listing Broker (Print) MLS LAG No.  
**(425) 776-1119** **(425) 772-6172** **(425) 776-5680**  
Firm Phone No. Broker Phone No. Firm Fax No.  
**lynnwoodcontracts@windermere.com**  
Listing Firm Document E-mail Address  
**shawnperry@windermere.com**  
Listing Broker's E-mail Address  
**76461** **3415**  
Listing Broker DOL License No. Listing Firm DOL License No.

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# RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.

d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed, if the Title Insurance

CM 08/23/2020

Buyer's Initials Date

US 08/24/2020

Seller's Initials Date

US 08/24/2020

Seller's Initials Date

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# **RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT** **GENERAL TERMS**

*Continued*

Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

**f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

**g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

cm 08/23/2020  
Buyer's Initials Date

Buyer's Initials Date

us 08/24/2020  
Seller's Initials Date

us 08/24/2020  
Seller's Initials Date

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# **RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT** **GENERAL TERMS**

*Continued*

- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
  - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
  - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

Cm 08/23/2020  
Buyer's Initials Date

\_\_\_\_\_  
Buyer's Initials Date

VS 08/24/2020  
Seller's Initials Date

VS 08/24/2020  
Seller's Initials Date

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# RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

*Continued*

- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

CM 08/23/2020

Buyer's Initials Date

Buyer's Initials Date

VS 08/24/2020

Seller's Initials Date

VS 08/24/2020

Seller's Initials Date

Form 22A  
Financing Addendum  
Rev. 7/19  
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# FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 23, 2020 1  
between Charlene McBride ("Buyer") 2  
and Stelmach VS Investment Associates, LLC ("Seller") 3  
concerning 2465 S College Street Seattle WA 98144 (the "Property"). 4

## 1. LOAN APPLICATION/WAIVER OF CONTINGENCY.

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)"): ☒ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; ☐ USDA; ☐ Home Equity Line of Credit; ☐ Other \_\_\_\_\_ (the "Financing Contingency"). Buyer shall pay ☐ \$ \_\_\_\_\_; or ☒ 25 % of the Purchase Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within 3 days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount.
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes waiver of Paragraph 7 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan.

## 2. LOAN INFORMATION.

- a. **Seller's Request for Loan Information.** At any time 5 days (10 days if not filled in) after mutual acceptance, Seller may give, once, a notice requesting information related to the status of Buyer's loan application ("Request for Loan Information"). NWMLS Form 22AL may be used for this notice.
- b. **Buyer's Loan Information Notice.** Within 2 days (3 days if not filled in) of receiving Seller's Request for Loan Information, Buyer shall give notice of the status of Buyer's loan application ("Loan Information Notice"). Buyer's notice shall be on NWMLS Form 22AP and shall include the date of application, the name of lender, a list of the information that Buyer has provided to lender, and a warranty that Buyer has provided all information requested by lender.
- c. **Failure to Provide Loan Information Notice.** If Buyer fails to timely give to Seller a completed Loan Information Notice, Seller may give the Right to Terminate Notice described in Paragraph 3 (Seller's Right to Terminate) at any time after the date that the Loan Information Notice is due.

## 3. SELLER'S RIGHT TO TERMINATE.

- a. **Right to Terminate Notice.** At any time 60 days (30 days if not filled in) after mutual acceptance, Seller may give notice that Seller may terminate the Agreement at any time 3 days after delivery of that notice (the "Right to Terminate Notice"). NWMLS Form 22AR may be used for this notice.
- b. **Termination Notice.** If Buyer has not previously waived the Financing Contingency, Seller may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Seller gives the Termination Notice before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. If not waived, the Financing Contingency shall survive the Closing Date.
- c. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 3 ☐ will; or ☐ will not (will, if not filled in) constitute waiver of Paragraph 7 (Appraisal Less Than Sales Price).

CM 08/23/2020

Buyer's Initials

Date

Buyer's Initials

Date

VS 08/24/2020

Seller's Initials

Date

VS 08/24/2020

Seller's Initials

Date

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**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT** *US* 08/24/2020  
*Continued*

*US* 08/24/2020  
08/24/2020

4. **LOAN COST PROVISIONS.** Seller shall pay up to ☒ ~~\$11,000.00~~ \$6,000; or ☐ \_\_\_\_\_ % of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 4 is insufficient to pay for those costs. If checked, ☐ Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan). 46
5. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation. 55
6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 62
7. **APPRAISAL LESS THAN SALE PRICE.** 65
- a. **Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 7. 66
- b. **Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 69
- (i) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value; 70
- (ii) Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); 74
- (iii) Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or 80
- (iv) Seller's rejection of Buyer's notice of low appraisal. 83
- If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 84
- c. **Buyer's Reply.** 87
- (i) Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 88
- (ii) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 91

*cm* 08/23/2020

Buyer's Initials

Date

Buyer's Initials

Date

*US* 08/24/2020

Seller's Initials

Date

*US* 08/24/2020

Seller's Initials

Date

Form 22A  
Financing Addendum  
Rev. 7/19  
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**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**  
*Continued*

(iii) If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, 94  
VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; 95  
or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 96

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest 97  
Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for 98  
notices. 99

8. **FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA 100  
financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the 101  
purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements 102  
a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the 103  
Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or 104  
similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay 105  
the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Paragraph 7 106  
above shall apply. 107

**Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, 108  
or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees 109  
to satisfy himself/herself that the price and condition of the Property are acceptable. 110

9. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected 111  
disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or 112  
more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the 113  
addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days 114  
to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's 115  
waiver of this Financing Contingency. 116

cm 08/23/2020

Buyer's Initials Date

VS 08/24/2020

Seller's Initials Date

VS 08/24/2020

Seller's Initials Date

Form 22D  
Optional Clauses Addendum  
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# OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 23, 2020 1  
between Charlene McBride ("Buyer") 2  
and ~~Stecher~~ VS Investment Associates, LLC ("Seller") 3  
concerning 2465 S College Street Seattle WA 98144 (the "Property"). 4  
Address City State Zip

## CHECK IF INCLUDED:

1. ☒ **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
  - ☐ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 17
  - ☐ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 22
3. ☒ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 24
4. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 27
5. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
  - ☒ public water main; ☒ public sewer main; ☐ septic tank; ☐ well (specify type) \_\_\_\_\_; 29
  - ☐ irrigation water (specify provider) \_\_\_\_\_; ☒ natural gas; ☒ telephone; 30
  - ☒ cable; ☒ electricity; ☐ other \_\_\_\_\_ . 31
6. ☒ **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 34
  - WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 35
  - CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 36
  - OTHER INSULATION DATA: \_\_\_\_\_ 37
7. ☐ **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: ☐ propane tank; ☐ security system; ☐ satellite dish and operating equipment; ☐ other \_\_\_\_\_ . 40

<u>CM</u>	<u>08/23/2020</u>	<u>VS</u>	<u>08/24/2020</u>	<u>VS</u>	<u>08/24/2020</u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

Form 22D  
Optional Clauses Addendum  
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**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. ☐ **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
  - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
  - c. Association meeting minutes from the prior two (2) years;
  - d. Association Board of Directors meeting minutes from the prior six (6) months; and
  - e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9. ☐ **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by ☐ Buyer; ☐ Seller (Seller if not filled in).

10. ☐ **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. ☒ **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:

- a. Home warranty provider: Fidelity Ntional Home Warranty
- b. Seller shall pay up to \$\_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: \_\_\_\_\_ (none, if not filled in).
- d. Other: Buyer agent to purchase, policy not to exceed \$280.00.

12. ☒ **Other.**

- 1. The sale of this property is subject to Bankruptcy Court Approval
- 2. The Seller is "VS Investment Associates, LLC"

[VS] 08/24/2020 [cm]  
[VS] 08/24/2020 [cm]  
08/24/2020

[cm] 08/23/2020

Buyer's Initials

Date

Buyer's Initials

Date

[VS] 08/24/2020

Seller's Initials

Date

[VS] 08/24/2020

Seller's Initials

Date

Form 22E  
FIRPTA Certification  
Rev. 7/19  
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# FIRPTA CERTIFICATION

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The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

## SELLER CERTIFICATION. Seller hereby certifies the following:

**PROPERTY.** I am the Seller of real property ☒ at:

2465 S College Street Seattle WA 98144  
Address City State Zip

or ☐ (if no street address) legally described on the attached.

**CITIZENSHIP STATUS.** I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

## TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is \_\_\_\_\_  
(Tax I.D. number to be provided by Seller at Closing)

## ADDRESS.

My home address is \_\_\_\_\_  
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Valentin Stelmakh 08/24/2020 Victoria Stelmakh 08/24/2020  
Seller Date Seller Date  
Sent 8/24/2020 5:58:47 PM PDT Sent 8/24/2020 5:56:35 PM PDT

## BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

\* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

\_\_\_\_\_  
Buyer Date Buyer Date

Form 22K  
Identification of Utilities Addendum  
Rev. 7/19  
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# IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 23, 2020  
between Charlene McBride  
and VS Investment Associates, LLC  
concerning 2465 S College Street  
Seattle WA 98144 (the "Property").

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

## WATER DISTRICT:

Name e-mail or website (optional)  
Address  
City, State, Zip Fax. No. (optional)

## SEWER DISTRICT:

Name e-mail or website (optional)  
Address  
City, State, Zip Fax. No. (optional)

## IRRIGATION DISTRICT:

Name e-mail or website (optional)  
Address  
City, State, Zip Fax. No. (optional)

## GARBAGE:

Name e-mail or website (optional)  
Address  
City, State, Zip Fax. No. (optional)

## ELECTRICITY:

Name e-mail or website (optional)  
Address  
City, State, Zip Fax. No. (optional)

## GAS:

Name e-mail or website (optional)  
Address  
City, State, Zip Fax. No. (optional)

## SPECIAL DISTRICT(S): (local improvement districts or utility local improvement districts)

Name e-mail or website (optional)  
Address  
City, State, Zip Fax. No. (optional)

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 5 days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller.

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or to insure payment of, Seller's utility charges.

CM 08/23/2020 VS 08/24/2020 VS 08/24/2020  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 22T  
Title Contingency Addendum  
Rev. 7/15  
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# TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 23, 2020 1  
between Charlene McBride 2  
Buyer Buyer ("Buyer")  
and ~~Stelmacht~~ VS Investment Associates, LLC [VS] 08/24/2020 [CM] 08/24/2020 ("Seller") 3  
Seller Seller  
concerning 2465 S College Street [VS] 08/24/2020 Seattle WA 98144 (the "Property"). 4  
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5  
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 6  
days (5 days if not filled in) from ☒ the date of Buyer's receipt of the preliminary commitment for title insurance; 7  
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8  
disapproval of exceptions contained in the preliminary commitment. 9  
Seller shall have 3 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11  
disapproved exceptions. 12  
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19  
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21  
as provided for in the Agreement. 22

[CM] 08/23/2020

Buyer's Initials

Date

Buyer's Initials

Date

[VS] 08/24/2020

Seller's Initials

Date

[VS] 08/24/2020

Seller's Initials

Date

Form 35  
Inspection Addendum  
Rev. 7/19  
Page 1 of 2

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# INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 23, 2020 1  
between Charlene McBride ("Buyer") 2  
Buyer VS Investment Associates, LLC 3  
Seller VS 08/24/2020 CM 08/24/2020 ("Seller")  
Seller VS 08/24/2020  
concerning 2465 S College Street Seattle WA 98144 (the "Property"). 4  
Address City State Zip

1. ☒ a. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW.  
**Sewer Inspection.** Buyer's inspection of the Property ☒ may; ☐ may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line.  
**Buyer's Obligations.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf.  
**BUYER'S NOTICE.** This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless within 5 days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional inspections; or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in paragraph 1.c, below. The parties may use NWMLS Form 35R to give notices required by this Addendum.  
**ATTENTION BUYER:** If Buyer fails to give timely notice, then this inspection contingency shall be deemed waived and Seller shall not be obligated to make any repairs or modifications. Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise or as required by paragraph 1.b.  
b. **Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have 3 (5 days if not filled in) after giving the notice to obtain the additional inspection(s) by a specialist.  
c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under paragraph 1.a. or 1.b., the parties shall negotiate as set forth in this paragraph. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.  
(i) **Seller's Response to Request for Repairs or Modifications.** Seller shall have 2 days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If

CM 08/23/2020 VS 08/24/2020 VS 08/24/2020  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

# INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: 48

(ii) **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have 2 days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 50 51 52 53 54 55

**ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED. 56 57 58 59 60

d. **Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than 3 days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement. 61 62 63 64 65 66 67 68 69

e. **Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller. 70 71 72

f. **On-site Sewage Disposal Systems Advisory:** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum). 73 74 75 76 77

2. ☐ **NEIGHBORHOOD REVIEW CONTINGENCY:** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within \_\_\_\_\_ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 78 79 80 81 82 83 84 85 86

3. ☐ **PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 87 88 89 90 91 92

4. ☐ **WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 93 94 95 96 97

cm 08/23/2020  
Buyer's Initials Date

\_\_\_\_\_  
Buyer's Initials Date

VS 08/24/2020  
Seller's Initials Date

VS 08/24/2020  
Seller's Initials Date

**WASHINGTON  
REALTORS®**

**CAUTION**

**FRAUD ALERT**

Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take **two simple steps**:



Obtain the phone number of your real estate broker and your escrow agent at your first meeting;



Call the known phone number to speak directly with your broker or escrow officer to confirm wire instructions PRIOR to wiring.

## CALL BEFORE YOU WIRE

### Beware of the following scam:

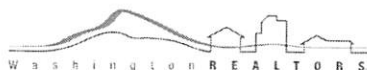
1. An email account is hacked (this could be broker's, escrow's, or consumer's email).
2. Hacker monitors the account, waiting for the time when consumer must wire funds. Broker, escrow, and consumer have no knowledge they are being monitored.
3. Hacker, impersonating broker or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the broker or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker.
4. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

<b>Broker's Name</b>	<b>Broker's Phone</b>
<i>cm</i> <b>Michael Santucci</b>	<b>425-238-2198</b>
<b>Escrow Officer's Name</b>	<b>Escrow Officer's Phone</b>
<i>Lory Mitchell</i>	<b>425-245-1138</b>

My real estate broker or escrow officer reviewed this pamphlet with me.

<b>Authentication</b>	<b>Date</b>
<i>Charlene McBride</i>	08/23/2020
<b>Sign</b>	
8/23/2020 3:16:44 PM PDT	

<b>Authentication</b>	<b>Date</b>
<i>Valentin Stelmakh</i>	08/24/2020
8/24/2020 5:59:02 PM PDT	
<b>Authentication</b>	
<i>Victoria Stelmakh</i>	08/24/2020




WASHINGTON STATE DEPARTMENT OF  
**LICENSING**

**Northwest**  
Multiple Listing Service®



OFFICE of the  
**INSURANCE  
COMMISSIONER**  
WASHINGTON STATE

**Never wire funds without first calling the known phone number for broker or escrow and confirming the wire instructions. Do not rely upon e-mail communications.**

 <p><b>First American</b></p> <p><b>Exhibit A</b></p>	<p>ISSUED BY  <b>First American Title Insurance Company</b></p> <p>File No: 4209-3501107</p>
--	--

File No.: 4209-3501107

V.S. INVESTMENT ASSOC. LLC, A WASHINGTON LIMITED LIABILITY COMPANY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KING, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL B OF CITY OF SEATTLE SHORT SUBDIVISION NO. 3026706-LU, RECORDED JUNE 27, 2019 UNDER RECORDING NUMBER 20190627900001, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B:

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PEDESTRIAN ACCESS AS DELINEATED ON CITY OF SEATTLE SHORT SUBDIVISION NO. 3026706-LU, RECORDED JUNE 27, 2019 UNDER RECORDING NUMBER 20190627900001, RECORDS OF KING COUNTY, WASHINGTON.

159460009107

2465 South College Street  
 Seattle, Washington 98144

[CM]

08/23/2020

[VS]

08/24/2020

[VS]

08/24/2020

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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Form 50003700WA (8-23-18)	Page 13 of 13	ALTA Commitment for Title Insurance (8-1-16) Washington
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Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 1 of 6

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

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SELLER: V-S Investment Assoc LLC  
Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER VS 08/24/2020 VS 08/24/2020

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

cm 2465 S College St 2465 S College St, CITY Seattle, STATE WA, ZIP 98144, COUNTY King ("THE PROPERTY") OR AS ORALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☐ IS/ ☒ IS NOT OCCUPYING THE PROPERTY.

**I. SELLER'S DISCLOSURES:**

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

**1. TITLE**

- |  | YES                                 | NO                                  | DONT<br>KNOW                        | NA                       |
|--|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. ....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following?  |                                     |                                     |                                     |                          |
| (1) First right of refusal .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (2) Option .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (3) Lease or rental agreement .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (4) Life estate? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? .....                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? .....                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? .....                        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

V-S 05/20/19  
SELLER'S INITIALS Date

VS 05/20/19  
SELLER'S INITIALS Date

Form 17  
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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
(Continued)

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- |   | YES                                 | NO                                  | DONT<br>KNOW                        | N/A                      |                            |
|---|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|----------------------------|
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 52<br>53<br>54<br>55       |
| *J. Is there a boundary survey for the property? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | 56                         |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? .....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 57<br>58<br>59<br>60<br>61 |
- PLEASE NOTE:** Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

**2. WATER**

**A. Household Water**

- |  |                          |                                     |                                     |                          |                |
|--|--------------------------|-------------------------------------|-------------------------------------|--------------------------|----------------|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system                                |                          |                                     |                                     |                          | 62<br>63<br>64 |
| <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system                                  |                          |                                     |                                     |                          | 65             |
| *If shared, are there any written agreements? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 66             |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 67<br>68       |
| *(3) Are there any problems or repairs needed? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 69             |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? ...   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 70             |
| If no, please explain: <u>new building</u>   |                          |                                     |                                     |                          | 71             |
| *(5) Are there any water treatment systems for the property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 72             |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned   |                          |                                     |                                     |                          | 73             |
| *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? ..... | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 74<br>75       |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...  | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | 76             |
| *(b) If yes, has all or any portion of the water right not been used for five or more successive years? ..   | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | 77             |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 78             |

**B. Irrigation Water**

- |  |                          |                          |                          |                          |                |
|--|--------------------------|--------------------------|--------------------------|--------------------------|----------------|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 79<br>80<br>81 |
| *(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 82<br>83       |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 84             |
| *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 85             |
| *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 86<br>87<br>88 |
| If so, please identify the entity that supplies water to the property:   |                          |                          |                          |                          |                |

**C. Outdoor Sprinkler System**

- |   |                          |                                     |                          |                          |          |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|----------|
| (1) Is there an outdoor sprinkler system for the property? .....          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 89<br>90 |
| *(2) If yes, are there any defects in the system? .....                   | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 91       |
| *(3) If yes, is the sprinkler system connected to irrigation water? ..... | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 92       |

**3. SEWER/ON-SITE SEWAGE SYSTEM**

**A. The property is served by:**

- |   |  |  |  |  |                            |
|---|--|--|--|--|----------------------------|
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) |  |  |  |  | 93<br>94<br>95<br>96<br>97 |
| <input type="checkbox"/> Other disposal system  |  |  |  |  |                            |
| Please describe: .....  |  |  |  |  |                            |

V.S 05/20/19  
SELLER'S INITIALS Date

V.S 05/20/19  
SELLER'S INITIALS Date

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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
(Continued)

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	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: .....					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	105
(2) When was it last pumped? .....					106
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107
(4) When was it last inspected? .....			<input type="checkbox"/>	<input type="checkbox"/>	108
By whom: .....			<input type="checkbox"/>	<input type="checkbox"/>	109
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" type="checkbox"/>	110
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
If no, please explain: .....					112
					113
*F. Have there been any changes or repairs to the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	114
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	115
If no, please explain: .....					116
					117
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	118
					119
					120

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

**4. STRUCTURAL**

*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
D. Do you know the age of the house? <u>New building construction</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
If yes, year of original construction: .....					127
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			130
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			131
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			132
<input type="checkbox"/> Cellings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			133
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			134
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			135
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			136
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			137
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			138
					139
					140
					141
*G. Was a structural pest or "whole house" inspection done? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	142
If yes, when and by whom was the inspection completed? .....					143
					144
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	145
I. Is the attic insulated? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	146
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	147

V.S  
SELLER'S INITIALS

05/20/19  
Date

V.S  
SELLER'S INITIALS

05/20/2019  
Date

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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
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**5. SYSTEMS AND FIXTURES**

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain: \_\_\_\_\_

	YES	NO	DONT KNOW	N/A	148 149
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances..... <i>brand new</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Heating and cooling systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased..... <i>building</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Other .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160

\*B. If any of the following fixtures or property is included with the transfer, are they leased?  
(If yes, please attach copy of lease.)

	YES	NO	DONT KNOW	N/A	161 162
Security System: .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Tanks (type): .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Satellite dish: .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Other: .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166

\*C. Are any of the following kinds of wood burning appliances present at the property?

	YES	NO	DONT KNOW	N/A	167 168 169 170 171
(1) Woodstove? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? .....

	YES	NO	DONT KNOW	N/A	172 173
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172

D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....

	YES	NO	DONT KNOW	N/A	174 175
.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) .....

	YES	NO	DONT KNOW	N/A	176 177
.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176

F. Is the property equipped with smoke alarms? .....

	YES	NO	DONT KNOW	N/A	177 178
.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177

**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

A. Is there a Homeowners' Association? .....

	YES	NO	DONT KNOW	N/A	179 180 181 182 183
.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: .....					180

B. Are there regular periodic assessments? .....

	YES	NO	DONT KNOW	N/A	184 185 186
.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	184
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					185
<input type="checkbox"/> Other: .....					186

\*C. Are there any pending special assessments? .....

	YES	NO	DONT KNOW	N/A	187
.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187

\*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....

	YES	NO	DONT KNOW	N/A	188 189 190
.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	188

**7. ENVIRONMENTAL**

\*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....

	YES	NO	DONT KNOW	N/A	191 192 193
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	192

\*B. Does any part of the property contain fill dirt, waste, or other fill material? .....

	YES	NO	DONT KNOW	N/A	194
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	194

\*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....

	YES	NO	DONT KNOW	N/A	195 196
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	195

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....

	YES	NO	DONT KNOW	N/A	197
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197

\*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....

	YES	NO	DONT KNOW	N/A	198 199 200
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198

\*F. Has the property been used for commercial or industrial purposes? .....

	YES	NO	DONT KNOW	N/A	201
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	201

*V-S*      *05/20/19*      *V-S*      *05/20/2019*  
SELLER'S INITIALS      Date      SELLER'S INITIALS      Date



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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
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**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**2. PROXIMITY TO FARMING**

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:**

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Authentisign  
*Chardene McBride*  
8/23/2020 3:18:06 PM PDT

08/23/2020

Date

Buyer

Date

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Authentisign  
*Chardene McBride*  
8/23/2020 3:18:28 PM PDT

08/23/2020

Date

Buyer

Date

**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT**

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer

Date

Buyer

Date

*V.S* 05/20/19  
SELLER'S INITIALS Date

*V.S* 05/20/2019  
SELLER'S INITIALS Date